

## GETHSEMENE COMMUNITY INC. VOLUNTEER AGREEMENT

This Volunteer Agreement ("this Agreement") is dated this \_\_\_\_\_.

### **BETWEEN GETHSEMENE COMMUNITY INC. (hereinafter "Gethsemene"):**

*Address:* 5 Oxford Street Petersham NSW 2049

### **AND THE VOLUNTEER (hereinafter "Volunteer"):**

\_\_\_\_\_

*Address:* \_\_\_\_\_

*The Volunteer intends to work as a volunteer for Gethsemene in accordance with this Agreement.*

*Gethsemene and the Volunteer may be referred to hereinafter as the "Parties" or individually as a "Party".*

### **(1) Gethsemene's Aims and Vision**

To provide the safety, security and permanence of a home to a group of men and women who have mental illness and/or other disabilities. By this means, to assist them to develop living skills and become independent.

Gethsemene community Inc. works to achieve this Vision by two means:

- 1. By providing a physical home for a small group who are assisted to develop the skills to live independently, and to make choices about their living.**
- 2. By providing support and advocacy for hundreds of people living in 'insecure' housing in boarding houses and other places.**

Gethsemene operates a large initiative called the Christmas project to provide those in 'insecure' housing with the basics for living with personal dignity. Many groups and

individual volunteers form an informal partnership with Gethsemene to action this initiative.

## **(2) POSITION OF VOLUNTEER SERVICES**

The role at Gethsemene is a volunteer position. This means that if you accept the role, you'll perform all duties on a voluntary basis and you will not receive remuneration or payment for your work. (ie. you will not receive wages, a salary, or other benefits such as health insurance, annual leave, sick leave, long service leave or superannuation).

Volunteer roles/positions include:

- (a) Acting as an elected office-bearer of Gethsemene
- (b) Acting as an ordinary committee member of Gethsemene
- (c) Sorting and packing Christmas gift parcels for residents of group homes, assisted boarding houses, aged care facilities and persons living independently
- (d) Sorting and packing Christmas food hampers for assisted boarding houses
- (e) Sorting and packing toiletry, food and gift hampers for clients of community mental health teams
- (f) Delivering gift parcels and food hampers to group homes, assisted boarding houses, aged care facilities and persons living independently
- (g) Help prepare a sit-down festive lunch on Christmas Day, serve clients drinks and nibbles and a main course and desert, then distribute presents.
- (h) Conducting shopping for the Gethsemene community
- (i) Cooking and/or providing meals for the Gethsemene community
- (j) Gardening at the Gethsemene community.

## **(3) WHAT WE ASK OF OUR VOLUNTEERS**

Gethsemene asks that its Volunteers:

- (a) Act with honesty and integrity at all times while representing Gethsemene;
- (b) Support and act in accordance with the Gethsemene's aims and visions - see [www.gethsemenecommunity.org.au](http://www.gethsemenecommunity.org.au)

c) Take the time to review and understand any policies and /or guidelines, provided to the Volunteer or published on the website - see [www.gethsemenecommunity.org.au](http://www.gethsemenecommunity.org.au)

(d) Only undertake duties you are authorised to perform and always operate under the direction and supervision of your nominated authorised person, obeying reasonable directions and instructions

(e) Behave appropriately, respectfully and courteously to all other Volunteers

(g) Promptly notify the Supervisor or another member of staff of any accidents or incidents;

(i) Comply with all applicable laws at all times while representing Gethsemene;

#### **(4) CONFIDENTIALITY**

The Volunteer may receive information which is confidential, including but not limited to information relating to the Gethsemene's business, residents, services, finances; information which has been identified by Gethsemene as confidential; or information which by its nature could be reasonably expected to be considered confidential by Gethsemene ("Confidential Information").

The volunteer shall keep all confidential information shared with them in carrying out their duties confidential, and shall not share it with any other parties, even after the conclusion of the voluntary position, unless required by law.

#### **(5) FUTURE RELATIONSHIP**

(a) Any changes to the relationship between the Volunteer and Gethsemene should be documented in writing.

(b) If the Parties decide in future that the Volunteer will be engaged by Gethsemene in some other capacity, for example as an employee or contractor, then the Parties shall execute a written agreement setting out the new terms of the relationship.

## **(6) CONTACT PERSON**

Your contact person at Gethsemene Community Inc. is Sr Myree Harris on 0419 956 065 and myreeharris@ozemail.com. In the event that Sr Harris is not available your contact person is the President of Gethsemene, currently John Star on 0400 825 479.

## **(7) ORGANISATION POLICIES**

The Volunteer must comply with Gethsemene's policies as published from time to time including:

7.1 Gethsemene Volunteer Fair Treatment Policy

7.2 Gethsemene Volunteer Harassment & Bullying Prevention Policy.

Policies can be found at [www.gethsemenecommunity.org.au](http://www.gethsemenecommunity.org.au)

## **(8) HEALTH AND SAFETY**

(a) The health and safety of all Volunteers, as well as anyone else involved with the Organisation, is a priority of the Organisation.

(b) Gethsemene has safety obligations towards the Volunteer as well as people with whom the Volunteer may interact while providing the Volunteer Services. This may include obligations under Australian law or under the laws of New South Wales.

(c) The Volunteer has obligations to look out for their own health and safety. The Volunteer also has safety obligations towards other Volunteers, towards other people with whom the Volunteer may interact, and/or towards the Organisation. This may include duties under Australian law or under the laws of New South Wales. In particular, the Volunteer's obligations include but are not limited to the obligation to:

(I) Take reasonable care for the Volunteer's own health and safety;

(II) Take reasonable care for the health and safety of any other Volunteers;

(III) Take reasonable care for the health and safety of any other people with whom the Volunteer interacts;

(IV) Promptly notify the Supervisor or another member of staff of any accidents or incidents;

(V) Promptly notify the Supervisor or another member of staff if there are any health and safety issues or any potentially dangerous situations related to the Organisation;

(VII) Only perform duties which the Volunteer is qualified and authorised to perform;

(VIII) Comply at all times with any reasonable directions of the Supervisor and/or Gethsemene;

## **(9) INSURANCE**

(a) Gethsemene will ensure that it has adequate insurance to cover the Volunteer while the Volunteer is providing the Volunteer Services.

(b) The volunteer will not be covered by Workers Compensation Insurance but will be covered under Gethsemene's Personal Accident – Voluntary Insurance

(c) Gethsemene confirms that it has Voluntary Workers Personal Accident insurance with:

Berkley Insurance Australia  
P.O BOX Q296, QVB NSW 1230

(d) If the volunteer is required to use their personal vehicle during their volunteer activity, it is not insured by Gethsemene. It is recommended that the volunteer have their own comprehensive car insurance in place.

## **(10) INTELLECTUAL PROPERTY**

(a) In connection with the provision of the Volunteer Services, the Volunteer may generate, create, write or produce intellectual property, including but not limited to plans, reports, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required in order to provide the Services to Gethsemene ("Created IP").

(b) Unless otherwise agreed between the Parties, any intellectual property rights in any Created IP generated by the Volunteer in connection with the provision of the Volunteer Services to Gethsemene shall belong to Gethsemene.

(c) In connection with the provision of the Volunteer Services, the Volunteer may have access to Gethsemene's intellectual property, including but not limited to plans, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required in order to provide the Services to Gethsemene("Organisation IP").

(d) Unless otherwise agreed between the Parties in writing, Gethsemene will retain all intellectual property rights in any Organisation IP. Nothing in this Agreement will transfer any intellectual property rights in any Organisation IP to the Volunteer.

(e) This clause will survive the termination, expiration or completion of this Agreement.

#### **(11) INDEMNITY**

(a) The Volunteer hereby agrees to indemnify Gethsemene against any and all damage, liability, and loss that Gethsemene suffers as a result of any act or omission of the Volunteer in breach of this Agreement or in breach of the law.

(b) This clause will survive the termination, expiration or completion of this Agreement.

#### **(12) PHOTOGRAPHS/VIDEO/IMAGES**

The Volunteer agrees that Gethsemene may use photographs or videos of the Volunteer performing the Volunteer Services for Gethsemene's reasonable promotional purposes, such as publication on Gethsemene's website, social media pages or brochures. The volunteer may opt out of the agreement under clause 12 by written notice to The Public Officer, Gethsemene Community Inc 5 Oxford Street Petersham NSW 2049

**(13) TERMINATION**

This Agreement may be terminated by either Party at any time by providing written notice to the other Party.

**BY SIGNING BELOW THE VOLUNTEER CONFIRMS THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND THE VOLUNTEER AGREES TO COMPLY WITH THIS AGREEMENT:**

Signed by the Volunteer Name: \_\_\_\_\_

\_X\_\_\_\_\_